

## A G R E E M E N T

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THIS AGREEMENT, entered into this 12th day of April, 1971 by and between the Board of Education of the City of Northfield, Atlantic County, New Jersey, hereinafter called the "Board", and the Northfield Education Association, hereinafter called the "Association", which Association constitutes the exclusive and sole representative for collective negotiations for the term of this Agreement.

## ARTICLE 1

GRIEVANCE POLICY

THIS BOOK DOES  
NOT CIRCULATE

RULES AND REGULATIONS1. Definition

A "grievance" shall mean a complaint by an employee of the Public School system that there has been to him a personal loss, injury or inconvenience because of a violation, misinterpretation or inequitable application of an established policy governing employees except that the term "grievance" shall not apply to a) any matter for which a method of review is prescribed by law, or b) any rule or regulation of the State Commissioner of Education, or c) any by-law of the Board of Education, or d) any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board alone, or e) a complaint of a non-tenure teacher which arises by reason of his not being re-employed. A grievance to be considered under this procedure must be initiated by the employee within 30 calendar days of its occurrence.

2. Purpose

- a. The purpose of this procedure is to secure at the lowest possible administrative level, equitable solutions to problems which arise as a result of a grievance. Both parties agree that these procedures be kept as informal and confidential as may be appropriate at any level of the procedure.
- b. Any individual member of the staff shall have the right to appeal the application of policies and administrative decisions affecting him through administrative channels. With respect to his personal grievances, he shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal. He shall have the right to present his own appeal or designate representatives of the Northfield Education Association or another person of his own choosing to appear with him, or for him, at any step in his appeal.

3. Procedure

- a. Any employee who has a grievance shall discuss it first with his principal in an attempt to resolve the matter informally at that level.
- b. If as a result of the discussion, the matter is not resolved to the satisfaction of the employee, within 5 days, he shall set forth his grievance in writing to the principal specifying:
  - (a) the nature of the grievance.
  - (b) the nature and extent of the injury, loss or inconvenience.
  - (c) the results of previous discussions.
  - (d) his dissatisfaction with decisions previously rendered.

The principal shall communicate his decision to the employee in writing within 3 school days of receipt of the written grievance.

- c. The employee may appeal the principal's decision to the Superintendent of schools. The appeal to the Superintendent must be made in writing within 10 days of the employee's receipt of the Principal's written decision reciting the matter submitted to the principal as specified above and his or her dissatisfaction with decisions previously rendered. The Superintendent shall request a report on the grievance from the principal, shall confer with the concerned parties and, upon request, with the employee or principal separately. He shall attempt to resolve the matter as quickly as possible but within a period not to exceed 10 school days. The Superintendent shall communicate his decision in writing, along with supporting reasons, to the employee and the principal.
- d. If the grievance is not settled after reaching the Superintendent of Schools, the matter may be referred to the Professional Rights and Responsibilities Committee of the local association for consideration. The referral must be made in writing to the Professional Rights and Responsibility Committee within 10 days of the employee's receipt of the Superintendent's written decision. The Committee shall make a determination as soon as possible, but within a period not to exceed 10 school days, notifying the employee in writing of that determination.
- e. If the Professional Rights and Responsibilities Committee determines that the grievance is without merit, it will so advise the employee and a copy of its findings shall be sent to the principal and the Superintendent of Schools.

f. If the grievance is not resolved to the employee's satisfaction, he may request a review by the Board of Education. The request shall be submitted in writing, within 10 days of the employee's receipt of the Professional Rights and Responsibilities Committee's written decision, through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance, hold a hearing with the employee if requested, and render a decision in writing within 30 calendar days.

- (1) If the employee is dissatisfied with the decision of the Board of Education and if the grievance pertains to a matter of previous formal agreement between the Board of Education and the teachers association, the employee or the teachers association may request the appointment of a fact-finder, such request to be made known to the Superintendent no later than two weeks after the decision, in writing, of the Board of Education was made known.
- (2) Such request can be honored only if the grievant or grievants and the organization representing them waive the right, if any, in writing of said grievant or grievants and the organization representing them to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the fact-finders recommendation.

The following procedure will be used to secure the services of a fact-finder:

- (a) A joint request will be made to the American Arbitration Association to submit a roster of persons qualified to function as a fact-finder in the dispute in question.
- (b) If the parties are unable to determine a mutually satisfactory fact-finder from the submitted list, they will request the American Arbitration Association to submit a second roster of names.
- (c) If the parties are unable to determine, within 10 days of the initial request for fact-finding, a mutually satisfactory fact-finder from the second submitted list, the American Arbitration Association may be requested by either party to designate a fact-finder.

The fact-finder shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties or any applicable policy of the Board of Education. The recommendations of the fact-finder shall ONLY BE ADVISORY. Only the Board and the aggrieved and his representatives shall

be given copies of the fact-finder's report of findings and recommendations except by mutual agreement to the contrary. This shall be accomplished within 15 days of the completion of the fact-finding hearings. The Board, in light of the fact-finders report and recommendations, MAY reverse or modify its decision rendered in step 4, Section 3, Procedure - Sub-paragraph f.

4. Costs

- a) Each party will bear the total cost incurred by themselves.
- b) The fees and expenses of the fact-finder are the only costs which will be shared by the two parties.
- c) If time is lost by any employee due to fact-finding proceedings necessitating the retention of a substitute, the Board of Education will pay only the cost of the substitute. The time lost by the employee must either be without pay or charged to personal time.

ARTICLE II  
SALARIES AND EMPLOYMENT CONDITIONS

It is hereby agreed as follows:

1. The following salary schedule shall be in effect for the School Year 1971/72:

Year of Employment	Non- Degree	BA	BA+15	BA+30	MA
1	\$ 7,100.	\$ 7,400.	\$ 7,600.	\$ 7,800.	\$ 8,100.
2	7,400.	7,700.	7,900.	8,100.	8,400.
3	7,700.	8,000.	8,200.	8,400.	8,700.
4	8,100.	8,400.	8,600.	8,800.	9,100.
5	8,550.	8,850.	9,050.	9,250.	9,550.
6	9,000.	9,300.	9,500.	9,700.	10,000.
7	9,450.	9,750.	9,950.	10,150.	10,450.
8	9,900.	10,200.	10,400.	10,600.	10,900.
9	10,350.	10,650.	10,850.	11,050.	11,350.
10	10,800.	11,100.	11,300.	11,500.	11,800.
11	11,250.	11,550.	11,750.	11,950.	12,250.
12	11,700.	12,000.	12,200.	12,400.	12,700.
13	12,150.	12,450.	12,650.	12,850.	13,150.

2. Employment increment shall be  
\$300 for first two years of experience,  
\$400 for third year of experience, and  
\$450 for fourth through twelfth year of experience.
3. The size of the employment increment (except for the increment at the fourth year of employment) will not be negotiable for the School Year 1972/73. They will remain the same as in the above salary schedule.
4. If a teacher is hired at a salary less than the amount indicated on the salary schedule for her experience, she will receive a double employment increment for her experience each year until she reaches the proper amount as indicated on the salary schedule. If she still is off guide after three years in Northfield, she will be given the proper salary in her fourth contract (tenure year).

5. Credit for previous experience:
  - a. Up to five years of credit for previous experience as a teacher in a public school may be allowed at the employment increment to determine starting salary.
  - b. The starting salary of any teacher shall be any amount agreed upon by the teacher and Board of Education.
  - c. Military experience:
    - (1) Up to four years of credit for military active duty experience will be allowed to determine position on the salary guide.
    - (2) No credit for military service shall be allowed to determine starting salary.
6. If a teacher anticipates a change in the level of training position on the salary schedule for the next school year, written notice to this effect must be given to the Superintendent of Schools prior to November 15th.
  - a. Transcripts showing courses completed will be evidence of training.
  - b. The adjustment in salary necessary to effect a change in training level shall be in addition to the regular employment and adjustment increments.
7. As an additional incentive for teachers to continue their graduate studies, up to \$50 per teacher per half-year will be granted upon completion of courses to help defray the cost of tuition.
  - a. Courses taken to comply with State requirements for emergency or provisional certificates do not qualify for reimbursement.
  - b. To qualify for reimbursement, courses taken must be part of a regular degree program or must be directly related to the staff member's present position.
  - c. Reimbursement will be made three times a year:
    - (1) In June for courses taken from February to June.
    - (2) In October for courses taken from June to September.
    - (3) In February for courses taken from June to January.
8. The Board of Education will enroll all eligible employees who so desire in the New Jersey Public and School Employees Health Benefits Plan as soon as possible after the date of this agreement:
  - a. The Board agrees to pay the total cost of the individual employee in the above plan if the employee requests coverage.
  - b. The Board agrees to pay fifty per cent of the additional costs if an employee requests coverage under the family plan, the husband and wife plan, or the parent and child plan.

ARTICLE III

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1971, and shall continue in effect until June 30, 1972, provided however, that paragraphs 1, 2 and 3 of Article II shall be controlled by paragraph 3 of Article II for the year 1972/73.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers, and where corporations, for their corporate seals to be placed thereon, the day and year first above written.

NORTHFIELD EDUCATION ASSOCIATION

NORTHFIELD BOARD OF EDUCATION

BY: Joseph Day Jr.  
President

BY: Frank H. Spies  
President

BY: Vera M. Manning  
Secretary

BY: James E. Lonsore  
Secretary